



1     A P P E A R A N C E S:

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P R O C E E D I N G

THE CLERK: Good morning, Judge.

THE COURT: Good morning.

THE CLERK: I have both sides on, so I'll call the case.

THE COURT: Thank you.

THE CLERK: The Court calls Civil Action 24-13015, Rooterman LLC v. Belegu, et al. Could counsel please identify themselves.

MR. ROSIN: Good morning, your Honor. For the plaintiff, I'm Jeffrey Rosin, and with me is Lisbeth Valdez.

MS. VALDEZ: Good morning, your Honor.

THE COURT: Good morning.

MR. WOLMAN: And good morning, your Honor. James Wolman of Randazza Legal Group for Defendants Klodian Belegu, Quality Air Care Corporation, 911 Sewer & Drain Corp., and Water Damage Restoration Limited, formerly known as RM Water Damage Restoration.

THE COURT: Thank you. So a motion for preliminary injunction has been filed, as you well know, but apparently a lot has been happening in the interim, so I'm trying to figure out how best to manage this case.

So from plaintiff's point of view, I understand your initial case and the concern, but I want to know what right now your thoughts are on the motion for preliminary injunction,

1 what's been fixed, what hasn't been fixed, and that sort of  
2 thing.

3 MR. ROSIN: Your Honor, things continue to get fixed,  
4 particularly with every filing we make. So we filed a reply  
5 brief on the 14th, I believe, and we noted some evidence in the  
6 reply brief that if you typed RootermanPlumberServices.com into  
7 the Web page, you got 911 Sewer & Drain instead. So now that  
8 the defendants have seen that, I tried to do that an hour ago,  
9 and right now my Internet says that's been disabled. Well,  
10 it's disabled seemingly for me to get to that point. I don't  
11 know if the actual ability for others to do it has been  
12 disabled.

13 THE COURT: I understand, but on a motion for  
14 preliminary injunction -- and I understand it's frustrating,  
15 you had to bring the suit to get people to take those steps,  
16 but it strikes me -- and, really, I'm happy to hear you if it's  
17 not true -- that most of the trademark issues have been  
18 resolved. You may be able to get damages going backwards, that  
19 kind of thing, and we're really talking about the noncompete.  
20 But tell me if I'm wrong on that.

21 MR. ROSIN: Well, your Honor, there is still issues  
22 because if you go to Facebook, for example, you go to 911 Sewer  
23 & Drain's Facebook and it says -- and this is Exhibit I to our  
24 amended complaint -- you know, "I hired --" it's a review of  
25 911 Sewer & Drain, and it says "Hired Rooterman of New Jersey."

1 So there are still a number of things and details that a court  
2 order would insure are rapidly addressed.

3 THE COURT: I just have to get to irreparable harm,  
4 and I got it in the beginning, and I'm not so sure I have it  
5 there. So why don't you give me -- it's not that I think you  
6 don't have trademarks to be protected, and I'm not sure that  
7 they took it down as rapidly as they could have, but I'm just  
8 not sure what's currently at issue because every time you  
9 pinpoint something, they seem to fix it.

10 MR. ROSIN: Well, without a court order, your Honor, I  
11 would say that --

12 THE COURT: I know, but that's not the standard. My  
13 standard is, you may have a likelihood of success, but I have  
14 to see irreparable harm. And if you fix things as soon as you  
15 tell them about it, it's a little hard to get to irreparable  
16 harm right now, even though I certainly understand your  
17 frustration. So maybe you're entitled to even attorneys' fees,  
18 but I need to understand what the irreparable harm is on the  
19 trademark right now.

20 MR. ROSIN: Okay, your Honor, and that would be the  
21 franchisee's continued both competition and continued even  
22 marginal use of the trademarks. For example, if he's telling  
23 you in his reply declaration, his opposition declaration, your  
24 Honor, that he needs more time to redirect things to a  
25 different site, we don't know what he's doing. We don't know

1 if he's using our Rooterman trademark -- this is all what  
2 discovery would reveal -- to do what he's doing with Google:  
3 "Hi, Google, I want everything I did for the last three years  
4 for Rooterman to be rerouted to 911 Sewer & Drain." He doesn't  
5 have the right to do that. Everything he did through Google  
6 using Rooterman he needs to start again, not transfer URLs, and  
7 he said in his reply declaration he was transferring URLs. And  
8 we don't know enough about that and whether -- so the cases on  
9 Page 10 of our brief talk about a franchisee directly competing  
10 in the same markets and there being irreparable harm when a  
11 franchisee does that. It's goodwill. It's reputation.

12 THE COURT: No, no, I'm sorry, I'm sorry. You're now  
13 mushing the areas. I agreed -- I started off there -- that  
14 there still may be issues with respect to competition; but when  
15 you started your complaint, and I understand why, your biggest  
16 complaint was the continued use of Rooterman or RM. And he  
17 seems -- and maybe I should get to defendant for a minute.

18 Does defendant concede he's not able to use RM  
19 anymore?

20 MR. WOLMAN: One of the problems here, your Honor, is,  
21 they've pointed to a host of marks, and only in the reply brief  
22 do they point to a single logo mark about Rooterman's To the  
23 Rescue that's allegedly infringed. They don't actually seize  
24 on the name Rooterman. That's one of the things we discovered.  
25 They failed to register that trademark just in the name --

1 THE COURT: I don't know you want to go to town on  
2 that because at least for a PI, whether they own it, they have  
3 been using it, and you as a franchisee agreed to abandon it  
4 when you were no longer with them. So what it looked like your  
5 response was saying was, "We're trying our best to fix it."

6 MR. WOLMAN: Yes, your Honor. My point is simply  
7 moving on. And, you know, they've got their own brand-new  
8 domain name, and they basically left a forwarding address with  
9 Google for, you know, if that's how the Court might like to  
10 think of it, so that way that traffic looking for them finds  
11 them not using the Rooterman name but simply using that it  
12 would find his services, the services of the companies  
13 providing through Mr. Belegu.

14 And as to competition, I mean --

15 THE COURT: You're fudging with me. Have you gone to  
16 Google and said, "Don't use the name Rooterman anymore in  
17 connection with our services"? In other words, if someone  
18 punches in "Rooterman," does it switch it to your people?

19 MR. ROSIN: Your Honor, may I?

20 THE COURT: No, no, you may not. I'm asking --

21 MR. WOLMAN: What they did was a redirect, so that  
22 way, Google, in its ordinary course of just doing its business,  
23 would learn about basically the notice of forwarding address.  
24 That's essentially what just happened. And so now that I  
25 see -- thank you, Mr. Rosin, I was not actually aware that as

1 of yet, the Rooterman Plumber Services is now not redirecting  
2 there anymore -- it looks like that seems to be complete,  
3 whatever process there was.

4 THE COURT: In what, Google or Facebook? It's very  
5 unclear to me, okay? I understand there's a noncompete issue.  
6 That's the second bucket. But for the first bucket, it strikes  
7 me that from all the submissions -- and it's really hard for me  
8 to follow -- that the defendant is essentially acknowledging  
9 that they can't use Rooterman, they can't use RM, and it is  
10 essentially trying to fix forwarding addresses. Is that right?

11 MR. WOLMAN: I won't say that we're acknowledging that  
12 we can't, but, yes, we are doing the whole forwarding address  
13 thing, and --

14 THE COURT: Can we get an affidavit to that effect?

15 MR. WOLMAN: In our opposition, we did have an  
16 affidavit declaration from Mr. Belegu where he says that -- let  
17 me see here.

18 THE COURT: I'm not sure I got -- the concern is that,  
19 and if necessary I'll just give an order on it if there's a  
20 debate about it, but I had thought there was an agreement that  
21 you couldn't type in "Rooterman" and then somehow get moved to  
22 your website.

23 MR. ROSIN: May I, your Honor?

24 THE COURT: No. I'm asking --

25 MR. WOLMAN: Well, we're not --



1 THE COURT: Where does it say in the affidavit?  
2 Because if I have to, I'll do an injunction. You shouldn't be  
3 using Rooterman or RM. And I had thought there was just  
4 general agreement on that so the irreparable harm went away.

5 MR. WOLMAN: Well, he's not using it now. The last  
6 thing it appeared to be was this domain name, and I should note  
7 that they haven't actually brought 1125(c) as part of the PI  
8 motion, even though --

9 THE COURT: I don't know what 1125(c) is off the top  
10 of my head. What is that?

11 MR. WOLMAN: Cybersquatting under the Lanham Act.  
12 They've brought it in the complaint but not as part of the PI  
13 motion.

14 So it doesn't look like we are using it. What they  
15 mention about Facebook reviews, that appears like they're  
16 trying to have the Court issue an order to change a third  
17 party's speech.

18 THE COURT: Right, I can't do that, but what I can do  
19 is stop you, if someone types in "Rooterman," having it then  
20 transferred to your client.

21 MR. WOLMAN: It doesn't right now. The very website  
22 that Mr. Rosin was referring to does not currently redirect.

23 THE COURT: Okay.

24 MR. WOLMAN: And in fact it currently --

25 THE COURT: Is that as of this morning?

1 MR. WOLMAN: I can't tell you as of when, but it does  
2 say the domain has expired.

3 THE COURT: Okay. So the second issue is the one  
4 that's a little bit more pressing for me because it seems as if  
5 most of the first issue has been taken care of, not in terms of  
6 damages -- maybe they're entitled to damages -- but in terms of  
7 irreparable harm. But the second one is the debate -- and I'll  
8 start with plaintiff on this -- is the debate on whether or not  
9 the noncompete for three years needs to be enforced and whether  
10 or not they're on the same field. That was less clear to me in  
11 the record.

12 MR. ROSIN: Your Honor, I'll answer that question  
13 first. There is direct competition in the identical markets  
14 via 911 Sewer & Drain and RM Water Damage Restoration. The 911  
15 Sewer & Drain, we have evidence in the record, including all  
16 the exhibits to the Amended Complaint and the reply declaration  
17 of Nathan King, that literally show 911 Sewer & Drain being  
18 Mr. Belegu's new Rooterman of New Jersey.

19 May I also address one other prior question?

20 THE COURT: Can I just -- you know what? It was very  
21 complicated because the record kept changing as time went on  
22 between the opposition and the reply. So it's your position  
23 that the defendant is directly competing in violation of the  
24 noncompete?

25 MR. ROSIN: That's correct, your Honor.

1 THE COURT: Three years seems like a long time, and  
2 most, at least the current case law in the area of employment,  
3 which is not franchises but it's adjacent, is that three years  
4 is too long, especially in something that sort of looks like an  
5 employment arrangement.

6 MR. ROSIN: So, your Honor, this is --

7 THE COURT: What are you asking for?

8 MR. ROSIN: We are asking for the three years because  
9 it's business to business, it's the termination of a business,  
10 so it's like buying a business. The person you buy doesn't get  
11 to turn around and start competing. So those restrictive  
12 covenants in the franchise contracts are regularly upheld. So  
13 we're looking for a three-year, your Honor. And we didn't  
14 overreach. The restrictive covenant allows us to ask for 100  
15 miles from not just his franchise zip codes but any franchise  
16 zip codes. We did not overreach. We are just saying, don't  
17 compete in the exact zip codes that are attached as Exhibit B  
18 to the reply declaration of Nathan King.

19 And, your Honor, I will just say that the injunctive  
20 relief that we seek on the trademark is also very narrowly  
21 tailored. It simply says, "Don't use it, return it," and do  
22 what Section 1116 requires, which is report within 30 -- 1116  
23 says 30 days, but we left it for your Honor -- report with --

24 THE COURT: You know, I have hundreds of cases, so I  
25 don't know what 1116 is.

1 MR. ROSIN: Sorry, your Honor. 15 U.S.C., Section 1116  
2 basically says that a defendant who is ordered to not misuse  
3 trademarks can also be ordered to report to the court -- and  
4 the statute says 30 days -- 30 days about their efforts, file a  
5 declaration under that statute that says "Here's what I've  
6 done." And that is very sort of soft but important part of the  
7 order that we seek. We're certainly looking to shut them down  
8 from using our trademarks, but we're not looking for an order  
9 that asks for anything more than that.

10 THE COURT: All you want, you want that declaration?

11 MR. ROSIN: We want that declaration and the order  
12 that he not use our trademarks.

13 THE COURT: The problem I'm running into, okay -- I'm  
14 just feeling frustrated because I feel like a broken record --  
15 it sounds like they agree and they've done it, and so you want  
16 some verification that they've done it. And so I understand  
17 that, and maybe that's a way to resolve the trademark thing.  
18 It's not like there's even a dispute here. It's part of the  
19 franchise agreement: They can't use the trademark. They can't  
20 use RM. They can't use Rooterman. They can't have someone  
21 punch in "Rooterman" to the Google and then have it switch over  
22 to 911.

23 I'm not hearing, and maybe I'm wrong, a debate about  
24 that. They agree they need to do it, and they've been doing  
25 it. So maybe what I need is an affidavit, to your point, of

1 what they've done.

2 MR. ROSIN: Thank you, your Honor.

3 THE COURT: So I feel a little frustrated here because  
4 there are four prongs to a preliminary injunction. One is  
5 irreparable harm, and if in fact the harm has gone away, maybe  
6 you get monetary damages -- I'm not dealing with that -- but I  
7 don't issue an injunction if they've stopped. So I feel like --  
8 and maybe I'm not drilling home the point well enough, but it  
9 sounds like you found one glitch on Facebook, but that's a  
10 third-party comment.

11 So I'm now moving on to the noncompete, which you may  
12 have a strong argument on. I may not do it for three years,  
13 but I don't know that you can just jump into a competition  
14 where the franchise agreement says you can't, so why don't we  
15 try and deal with that one.

16 Let me ask defense first. Are you willing to give us  
17 a declaration within 30 days that you've done everything you  
18 can to take down the trademark Rooterman or RM? And if that's  
19 not satisfactory or he continues to find violations, maybe what  
20 I'll do is, I'll revisit this issue. But I now want to deal  
21 with the noncompete, which is really the gist of the current  
22 dispute where there is a debate about it, right?

23 MR. ROSIN: That's right, your Honor. And I do  
24 appreciate your Honor's question of the defense. The one thing  
25 I would just also add to that on the irreparable harm point is,

1 if you tell Google, like I said earlier, "Please redirect  
2 everything to my new site," if a consumer types in "Rooterman  
3 of New Jersey" and they get "911 Sewer & Drain" because Google  
4 is using that prior information, that's what we have no  
5 certainty of.

6 THE COURT: I understand the concern, and they can't  
7 do that, and I want to make sure. He's saying that they've  
8 stopped it, but maybe it was just as of this morning. I don't  
9 know.

10 MR. ROSIN: No, your Honor. The admission in his  
11 declaration is that he is transferring URLs that he had while  
12 he was a franchisee. He's admitted that he's using the same  
13 things he used as a franchisee to take advantage of what Google  
14 is doing now because of his tens of thousands of dollars --

15 THE COURT: I don't understand what you just said.  
16 When you say "using the URLs," as long as he's not using  
17 Rooterman, and as long as if you type in Rooterman it doesn't  
18 transfer over to your thing, I don't know why it matters if  
19 he's using the same URL.

20 MR. ROSIN: Because the URL would have been the  
21 Rooterman URLs, and he did not --

22 THE COURT: But they're not called Rooterman, right?  
23 They're called 911.

24 MR. ROSIN: He never gave that detail in his  
25 declaration.

1 THE COURT: All right, fair enough, you've got to give  
2 it in the new one. Fine, fair enough.

3 MR. WOLMAN: Your Honor, I'd be happy to share my  
4 screen to show when you type "Rooterman of New Jersey" into  
5 Google, "911" does not pop up, at least on the first screen.

6 THE COURT: All right, you know what? I've been  
7 through this. Right now I'm denying the preliminary injunction  
8 motion on the trademark without prejudice, and you will be  
9 filing a declaration on exactly what you've done within  
10 30 days.

11 But now I've got the much weightier thing, since that  
12 seems to be what triggered this lawsuit, but now the bigger  
13 issue is, your guy, at least allegedly, is directly competing  
14 in the same field in the same area with the same services, and  
15 the franchise agreement says he can't do it for three years.

16 MR. ROSIN: That's correct.

17 MR. WOLMAN: Your Honor, that --

18 THE COURT: Is that right from plaintiff's point of  
19 view?

20 MR. ROSIN: I'm sorry?

21 THE COURT: Is that the basic plaintiff's argument --

22 MR. ROSIN: That's exactly --

23 THE COURT: -- to narrow it to just the zip code?  
24 I've got concerns about the three years, but the basic question  
25 is, are you directly competing?

1 MR. ROSIN: The answer is "yes," your Honor.

2 THE COURT: Okay, so --

3 MR. ROSIN: Not only is he competing --

4 THE COURT: Does your affidavit say that?

5 MR. ROSIN: Yes, your Honor.

6 THE COURT: That they're directly competing with both  
7 the Restoration and the 911?

8 MR. ROSIN: Yes, your Honor. The verified complaint  
9 and the affidavit does.

10 THE COURT: So what's the defense there?

11 MR. WOLMAN: Your Honor, thank you. A couple of  
12 significant points. One, 911 and Water Damage Restoration are  
13 not parties to any franchise agreements, so therefore they are  
14 free to compete. Secondly, Water Damage Restoration --

15 THE COURT: Let me stop you here. I mean, are they  
16 doing the exact same thing they did when they -- I mean, it  
17 can't just be a change of name because that they were required  
18 to do as well. Is it the same office and the same people and  
19 the same phone number and all that sort of stuff?

20 MR. WOLMAN: What I know -- I don't have specific  
21 answers for that. I can tell you that Quality Air Care  
22 Corporation and Mr. Belegu individually were the franchisees,  
23 not 911 Sewer & Drain and not Water Damage Restoration.  
24 Additionally, Water Damage Restoration performs, as its name  
25 indicates, water damage restoration services. While Rooterman



1 now claims that that's their business, that's nowhere what the  
2 public or anybody knows to be their business. It was not in  
3 the franchise agreement written down as restoration services,  
4 so the restoration services are a separate line of trade. The  
5 franchise agreement and Item 16 in the predicate package speaks  
6 about plumbing, sewer and drain maintenance, and the sale of  
7 drain-cleaning products. Restoring properties is not any of  
8 those services, so, no --

9 (Overlapping speech.)

10 THE COURT: Are they also providing services that they  
11 did before as Rooterman?

12 MR. WOLMAN: They weren't providing services as  
13 Rooterman. They --

14 THE COURT: Excuse me. When their name was Rooterman,  
15 were they providing the same services?

16 MR. WOLMAN: Neither of those two entities were  
17 providing services under the name Rooterman. Only Quality Air  
18 Care Corporation and Mr. Belegu individually.

19 THE COURT: So is Mr. Belegu running these other two  
20 companies?

21 MR. WOLMAN: Yes.

22 THE COURT: And is that other company, Air whatever  
23 it's called, is that still in existence?

24 MR. WOLMAN: I believe it's still in existence, but I  
25 don't believe it's currently performing services.

1 THE COURT: So the narrow legal question is, if you  
2 basically render the franchisee defunct, and the same man sets  
3 up two other companies under a different name but does the same  
4 thing, whether or not they're bound by the franchise agreement;  
5 is that it?

6 MR. WOLMAN: Well, it's a couple things. First, Water  
7 Damage Restoration isn't engaged in competition, as we've  
8 noted. And so the next question becomes the enforceability of  
9 the franchise agreement itself, whether or not the Court is  
10 able to blue pencil it. It is restraining ordinary competition,  
11 but they have failed to show that it's an enforceable  
12 noncompete because --

13 THE COURT: Is it governed by Mass. law? Do we know?

14 MR. WOLMAN: It's governed by --

15 THE COURT: The *Dunkin' Donuts* case? I mean --

16 MR. WOLMAN: Yeah, the *Dunkin' Donuts* case was  
17 specifically -- and the *REMAX* case and the *Dunkin' Donuts* case.  
18 The *Dunkin' Donuts* case involved confidential information.  
19 That's what the court found. Whereas, *REMAX* found that there  
20 was no confidential information; it was merely restraining  
21 ordinary competition. And while they've used the word  
22 "confidential information was provided," they haven't submitted  
23 that to the Court. The only thing that's been submitted as  
24 supposedly confidential information is the agreement itself  
25 which they published, but there's nothing to say my client is

1 using anything that any other plumbing or drain company  
2 wouldn't use in its ordinary course. There's nothing special  
3 about what they do. Dunkin' Donuts has their way of doing  
4 things. Rooterman just said, "Go ahead and do your services,"  
5 just like --

6 THE COURT: Let me ask you this: So as I understand  
7 it, yes, the new companies are doing some of the same things  
8 that Rooterman did, but you're saying that water restoration is  
9 something different from what Rooterman did.

10 MR. WOLMAN: Correct.

11 THE COURT: So let me go turn back to the plaintiff.  
12 So is there something in the franchise agreement that would  
13 pick up two new corporations?

14 MR. ROSIN: Yes, your Honor. Two things. Number one,  
15 "water damage restoration" is right on the Rooterman website.  
16 I direct you to Paragraph 4 of Nathan King's reply declaration  
17 for that site. Water damage restoration has always been a part  
18 of the Rooterman offering, and that shows that. And in the  
19 franchise agreement, the franchisee, who is Belegu, can't  
20 compete --

21 THE COURT: All right, so I don't have it right in  
22 front of me, I'm sorry, but Belegu is the named franchisee?

23 MR. ROSIN: He or Quality Air Care Corporation, he  
24 guarantees, so it's really him, he guarantees Quality Air Care  
25 Corporation's obligations.

1 THE COURT: Who's the named franchisee?

2 MR. ROSIN: It's Belegu or Quality Air, but he also  
3 guarantees --

4 THE COURT: So the noncompete would go against Belegu.  
5 He couldn't do it?

6 MR. ROSIN: He couldn't do it, but he's got two  
7 companies doing it that he owns, and he doesn't deny that here.

8 THE COURT: I see, I see, I see.

9 MR. ROSIN: And on Page 14 of our brief, your Honor,  
10 you'll see a slew of cases that a franchisee doing what he's  
11 doing is both protection of a legitimate business interest and  
12 irreparable harm, that there is --

13 THE COURT: No, I understand. The noncompete is what  
14 I thought was the more serious one because they were fixing the  
15 trademark issue, and the name, they really weren't refuting  
16 that.

17 MR. ROSIN: May I add one more, your Honor?

18 THE COURT: The big issue is this noncompete. Yes, go  
19 ahead.

20 MR. ROSIN: So we also in our proposed order asked for  
21 the return of the phone numbers, the return of the information,  
22 manuals, the training manuals and everything that he hasn't  
23 returned; and that's an obligation of the franchise agreement  
24 as well.

25 THE COURT: Yes, it is, so can you -- all right, this

1 is what I suggest we do here: I am going to take this under  
2 advisement. I've already told you what I'm going to do on the  
3 trademark.

4 Does defense have a problem with returning all the  
5 training manuals and the phone numbers, et cetera, et cetera?

6 MR. WOLMAN: I can't -- I don't know about the phone  
7 numbers belonging to them. However, as to training manuals and  
8 what not, I'm happy to return them. I just don't have an  
9 address to return them to.

10 THE COURT: You know, that could have been found out  
11 pretty easily. But, anyway, let's do this. Let's do this.

12 MR. WOLMAN: If counsel would like to provide me an  
13 address, that's fine.

14 MR. ROSIN: Your Honor, if I might, the phone numbers  
15 are called for being returned in the cite to the franchise  
16 agreement. I'd like to get --

17 THE COURT: All right, whatever is in that franchise  
18 agreement should be returned, but let me --

19 MR. ROSIN: And the phone numbers.

20 THE COURT: Excuse me. Let's do this: First of all,  
21 I am allowing discovery to start immediately, and, in my  
22 opinion, that means taking a deposition of Mr. Belegu to  
23 establish certain things, just to make sure that everything has  
24 been returned and that the names aren't being used and all  
25 good-faith efforts have been made to take them down. So you

1 can take a deposition right away.

2 On the noncompete, right now it sounds as if I may  
3 blue pencil it, I may not do three years; but it does strike me  
4 that it is a -- if in fact the franchisee is Mr. Belegu and he  
5 owns the other two companies, that's a violation of the  
6 noncompete. And what I really think you should do, and what I  
7 want you to sit down and do, is to think about how you can  
8 settle this case. I've not dealt with a franchise in a while,  
9 but I have dealt with many employment disputes, and typically  
10 it's usually a year or at most two years. It's never three  
11 years that I do that, and I'm not likely to allow that. I  
12 think that's basically preventing competition for too long a  
13 period of time, but one year seems fair.

14 In any event, can you two sit down and actually -- a  
15 lot of money has already been spent on attorneys' fees, and a  
16 lot more is about to be spent. Can you all talk about possible  
17 settlement here?

18 MR. ROSIN: Yes, your Honor.

19 THE COURT: Is defendant interested at all?

20 MR. WOLMAN: I'm happy to do so, your Honor.

21 THE COURT: Okay, so why don't --

22 MR. WOLMAN: And if I may just ask, just because it's  
23 my practice, if your Honor is inclined to issue any form of  
24 preliminary injunction, I would ask that it be stayed pending  
25 appeal.

1           THE COURT: I don't know what I'm going to do yet. I  
2 want to go through the record on the noncompete. You haven't  
3 given me a good reason about why I shouldn't issue some form of  
4 an injunction on the noncompete. But it may be because what I  
5 would really like is to look at the record and see whether  
6 you're in the same line of business. And if it is a competition  
7 agreement, I'm likely to blue pencil it -- that's your term,  
8 but it's one I've used as well -- and to bring it down. And I  
9 am likely also to impose some sort of a bond.

10           So I'm quite concerned on that level about whether or  
11 not they're actually in competition. And if there's a dispute  
12 of fact on water restoration services, I may not grant the  
13 injunction on that. But if it's straight-up plumbing services,  
14 Mr. Belegu has signed a franchise agreement.

15           So in the meantime, you're going to return all the  
16 stuff, the training manuals and phone numbers and stuff in the  
17 franchise agreement.

18           So can you talk in the next two weeks and see if you  
19 can work something out? And if not, I am going to get to work  
20 on whether I am going to grant a PI or not.

21           MR. ROSIN: Yes, your Honor.

22           THE COURT: Because I will stay it pending an appeal  
23 because, frankly, with the First Circuit, it takes a year to  
24 two years to get an appeal resolved, just saying, and that  
25 destroys the benefit of the franchise agreement. In other

1 words, it will take you past the one year I'm likely to impose.  
2 It takes a very long time to get to the First Circuit, so I  
3 don't know that I would, but I certainly would impose a bond,  
4 and you might want to give me a number that makes sense.

5 But what I really want to do is move beyond this. And  
6 I don't know where the bulk of the businesses come from. I  
7 don't know if it's just straight-up plumbing services, if it's  
8 just the zip code. I think that's a reasonable proposal  
9 actually, as opposed to 100 miles. And I also think that three  
10 years is too long. And if I have any latitude under *Dunkin'*  
11 *Donuts*, I will probably blue pencil it.

12 So I'm just giving you that as broad outlines, but it  
13 will take me, just saying, maybe three months to write this  
14 opinion. So this is not something I'm just going to whip off,  
15 and it gives you time to try and settle it.

16 MR. WOLMAN: Understood.

17 MR. ROSIN: Your Honor, thank you. Understood.

18 THE COURT: So you'll give me a status report in two  
19 weeks. And as I said, I'm right now jump starting discovery,  
20 even though probably -- has the complaint been answered yet? I  
21 forgot to check.

22 MR. ROSIN: It has not, your Honor.

23 MR. WOLMAN: We have not -- there was a waiver of  
24 service, and I think we have actually a couple more weeks.

25 THE COURT: Yes, I don't want to wait for the whole



1 scheduling conference thing.

2 THE CLERK: Allow discovery to proceed, Judge,  
3 immediately?

4 THE COURT: Yes. Especially I'm most interested in  
5 the deposition of the principal, and perhaps you'd like a  
6 deposition of -- who's the key player at Rooterman?

7 MR. ROSIN: We'll find it out, your Honor. It could  
8 be one of the marketing people, but I would have to get back to  
9 defense counsel on that.

10 THE COURT: Maybe you can exchange depositions, maybe  
11 that would be the agreement, before you decide whether to  
12 settle it? I mean, that seems like one reasonable way to go.  
13 But let me know. You talk and within two weeks give me a  
14 status update, okay?

15 THE CLERK: By the 12th, Judge?

16 THE COURT: Yes. I think that that's good. Another  
17 possibility, just to mention it, is we have magistrate judges  
18 here who mediate, and I could try and get in the front door  
19 with them.

20 So the to-do list includes a declaration within  
21 30 days of all the steps that have been taken to root out  
22 Rooterman from the defendants' new companies. The second would  
23 be a status report within two weeks on possible settlement, and  
24 a third is whether or not you might want a magistrate judge.  
25 And once I've seen all that, I will get to work on an opinion.

1 MR. ROSIN: Your Honor, may I ask one other question?

2 THE COURT: Yes.

3 MR. ROSIN: You would like that declaration before we  
4 take Mr. Belegu's deposition, so would it be possible --

5 THE COURT: Then wait till after you get it in  
6 30 days. That's fine.

7 MR. ROSIN: I was going to ask for a shorter time,  
8 15 days.

9 THE COURT: You're the one who told me the statute  
10 says 30 days. And what I suggest you do in good faith among  
11 counsel, which I'm sure you are, tell -- I mean, it may be that  
12 you personally found out about the Facebook? Was it Facebook?  
13 What was it you found out?

14 MR. ROSIN: Facebook.

15 THE COURT: Yes, Facebook. Well, that's a third  
16 party, and they can't do anything about a third party saying  
17 something; but if you find other things that are just  
18 violative, in your view, then just tell him, and they'll get  
19 rid of it.

20 MR. ROSIN: Okay. Well, your Honor, I think what you  
21 can do is write to Facebook and say, "We would like you to take  
22 down the following posts because they are based on --"

23 THE COURT: I don't know if I'm going to go that far,  
24 that's a new thought, but maybe what you can do is work out  
25 some settlement where you could do something like that. It

1 strikes me that's yesterday's news. It's in the process of  
2 being fixed. The big issue is, do I stop him from doing  
3 business for a year? That's the big issue.

4 MR. ROSIN: And, your Honor, the complaint was filed  
5 in early December, and we gave counsel additional time to  
6 respond. We think that he doesn't need 30 days to write his --

7 THE COURT: All right, overruled. Thirty days was  
8 your suggestion, and that's where I'm sticking. And in the  
9 meantime, feed him anything you see that's a violation. I'm  
10 wanting this to work out. But if not, that's why I'm here.

11 And when you say at the end of December, as far as I'm  
12 concerned, my having a full-blown preliminary injunction  
13 hearing and full-blown briefing within 30 days is as fast as  
14 justice moves.

15 MR. ROSIN: Thank you, your Honor.

16 THE COURT: Okay, so there it is, and I look forward  
17 to hearing your status report. Hopefully you'll just settle it  
18 or agree to go to mediation, but if that doesn't work out, then  
19 I will get to work on a PI order.

20 MR. ROSIN: Thank you, your Honor.

21 MR. WOLMAN: Thank you, your Honor.

22 THE COURT: All right, bye-bye.

23 (Adjourned, 10:09 a.m.)  
24  
25

C E R T I F I C A T E

UNITED STATES DISTRICT COURT )  
DISTRICT OF MASSACHUSETTS ) ss.  
CITY OF BOSTON )

I, Lee A. Marzilli, Official Federal Court Reporter,  
do hereby certify that the foregoing transcript, Pages 1  
through 27 inclusive, was recorded by me stenographically at  
the time and place aforesaid in CA No. 24-13015-PBS, Rooterman  
LLC v. Klodian Belegu, et al, and thereafter by me reduced to  
typewriting and is a true and accurate record of the  
proceedings.

Dated this 6th day of March, 2025.

/s/ Lee A. Marzilli

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LEE A. MARZILLI, CRR  
OFFICIAL COURT REPORTER